

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Quinn Gillespie & Associates, LLC	2. Registration No. 5753
3. Name of Foreign Principal Shining Prospect Pte. Ltd.	

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2009 MAY 15 AM 11:20

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The performance of the above-mentioned agreement is set forth in the attached Letter of Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the attached Letter of Agreement, the registrant will, on behalf of Shining Prospect, formulate and plan a government relations strategy in connection with the Committee on Foreign Investment in the United States (CFIUS) review process for a proposed financial transaction between Chinalco and Rio Tinto.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities on behalf of the foreign principal may include communications with Executive Branch officials, Members of Congress and congressional staff, as well as the preparation and dissemination of informational materials.

2009 MAY 15 AM 11:21
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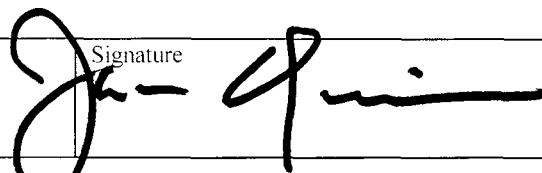
Date of Exhibit B

5/13/09

Name and Title

Jack Quinn, Chairman

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Quinn Gillespie

& Associates LLC

February 2, 2009

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2009 MAY 15 AM 11:21

Shining Prospect Pte. Ltd.
Room 4501 Far East Finance Center
No. 16 Harcourt Road
Admiralty, Hong Kong
Facsimile: (852) 2971-0082
Attention: Mr. Wang Wenfu, Director; Mr. Zhao Zhengang, Director

Dear Mr. Wang and Mr. Zhao:

This letter shall serve to confirm that Shining Prospect Pte. Ltd. ("Client") retained Quinn Gillespie & Associates ("QGA" or the "Firm") to provide certain public affairs services as described herein. The purpose of this letter is to set forth the mutual understanding of QGA and the Client as to the terms and conditions of QGA's engagement.

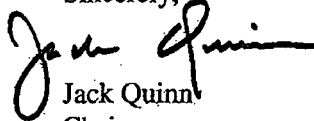
1. Description of Services. QGA will assist the Client in connection with formulating and planning a United States regulatory and government relations strategy to address any matters arising from a contemplated transaction with a counterparty. The scope of QGA's assignment will include, among other things, review of background materials, several strategy and planning meetings with the counterparty's government relations/media team and external counsel, identification and mapping of potential contacts for the government relations effort, briefings and communications with appropriate government contacts and development of US-specific messages and other materials. QGA is not a law firm and will not provide legal services or advice to Client.
2. Project Fee. Client agrees to pay to QGA a Project Fee of \$300,000 inclusive of QGA's administrative fee and all other expenses ("Project Fee"), for the period beginning January 28, 2009 and ending April 27, 2009. Fees will be billed monthly for each preceding month with the first payment of \$100,000 due on February 28, 2009 and the two succeeding payments of \$100,000 due on March 30, 2009 and April 30, 2009. Client agrees to pay our invoices within thirty (30) days of Client's receipt thereof. Client shall be solely responsible for payment of QGA's Project Fee. It is understood that such Project Fee shall be the only amounts payable by the Client for QGA's assignment, and that the Client shall not be responsible for any additional fees or expenses until the Client and QGA agree to the terms of a new engagement letter to cover any

additional services to be rendered in the future. These fees are in addition to the fee of \$100,000 due pursuant to the contract between QGA and Client dated December 29, 2008.

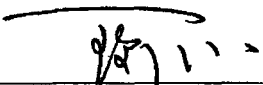
3. Waiver. Client acknowledges that it has been advised and understands that QGA may represent firms which now, or in the future may, compete or otherwise have interests adverse to Client in matters not substantially related to the specific matters for which Client has retained QGA. QGA shall notify and consult with Client in advance of accepting any matter known by QGA to be adverse to Client.
4. Confidentiality. Except as necessary for the performance of the services contemplated herein or with the Client's specific consent, QGA shall keep confidential all information received from Client, its affiliates or representatives. QGA's obligation to keep information confidential shall survive termination of this agreement.
5. Indemnification and Related Matters. Client shall indemnify and hold harmless and defend QGA, its principals, directors and employees from and against all actual or threatened claims, proceedings, suits or investigations of any type, damages, losses, liabilities, costs and expenses, including attorneys' and other professionals' fees, arising out of or related to QGA's services for Client. QGA shall in no event be liable to Client in any amount in excess of the Project Fee paid to QGA.

If the terms of the engagement are acceptable to Client, please sign and return to QGA a copy of this letter, evidencing Client's agreement to these terms.

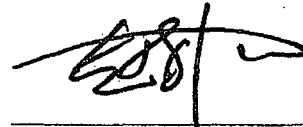
Sincerely,


Jack Quinn
Chairman

ACCEPTED AND AGREED TO:



Wang Wenfu, Director
on behalf of Shining Prospect Pte. Ltd.



Zhao Zhengang, Director
on behalf of Shining Prospect Pte. Ltd.

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